

City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS FOR WIRELESS SERVICES AND EQUIPMENT RFP 6989

Issued By: City of Asheville Purchasing Division
P O Box 7148
Asheville, NC 28802
(828) 259-5950

Issue date: February 7, 2005
Prepared by:
Danette Page, Purchasing Agent

BID OPENING DATE: March 31, 2005

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**CITY OF ASHEVILLE, NORTH CAROLINA
PURCHASING DIVISION**

Page 1

Request For Bids/Proposal (RFP) No. 6989

Date Issued: February 7, 2005

**REQUEST FOR BIDS AND PROPOSALS ON
WIRELESS SERVICES AND EQUIPEMTN FOR THE CITY OF ASHEVILLE**

Pursuant to General Statutes of North Carolina, Section 143-131, as amended, sealed bids and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. on the 31st day of March, 2005, at which time they will be publicly opened and read.**

TERMS: Net 30 Days
DELIVERY: ASAP - Bidder Specify Best Delivery

CITY OF ASHEVILLE, N. C.

BY: _____
Danette Page, Purchasing Agent

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

QUANTITY	NAME OF ARTICLES	UNIT PRICE	NET TOTAL
	<p>Request for Bids and Proposals to establish a multi-year contract to provide wireless equipment and services including digital cellular phones, SmartPhone/Cell Phone-PDA combination units, and laptop air cards for the City of Asheville as specified herein. Bidder's response must include a detailed summary of all costs. Terms and conditions not specifically stated herein but involved in fulfilling the intent of this bid must be included in the Bidder's response as through they were specifically stated.</p> <p><u>BIDDERS PLEASE NOTE:</u></p> <p>1. THREE (3) COMPLETE BID PACKAGES, 1 MARKED <u>ORIGINAL</u> AND 2 MARKED <u>COPY</u>, ARE TO BE SUBMITTED IN RESPONSE TO THIS REQUEST FOR BIDS AND PROPOSALS.</p> <p>2. A pre-bid conference is not planned. In lieu of this, bidders are invited to submit written questions, requests for clarifications/exceptions as per instructions provided on page 22, item no.2.</p> <p>Deadline for submittal of questions and requests for clarifications is 3:00 p.m. , March 4, 2005. Any resulting addendum will be transmitted to all prospective bidders on/by March 18, 2005.</p>		CONTINUED

Company Name	Bid Submitted By:
Address	Title
City State Zip	Email Address
Telephone No.	Fax No.
Web Address	Federal Taxpayer ID No.
Delivery _____ calendar days after receipt of order	Payment Discount : _____ % _____ Net _____

**BID PROPOSAL
BASE BID
(2) YEAR CONTRACT WITH (2) TWO (2) YEAR RENEWAL TERMS**

The undersigned, having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide wireless services as specified herein:

BULK RATE PLAN (Based on total no. of estimated Citywide minutes)

- | | | |
|-----|---|-----------------------------------|
| 1. | Bulk rate plan - minutes and cost
No. of minutes _____ | \$ _____ /month |
| 2. | Cost per minute over plan - peak | \$ _____ /minute |
| 3. | Cost plan - cost per minute over plan – off peak | \$ _____ /minute |
| 4. | Federal Universal Charges | \$ _____ /phone |
| 5. | Activation fee per phone | \$ _____ /phone |
| 6. | Roaming rate per minute | \$ _____ /minute |
| 7. | Roaming Administration Fee (if any) | \$ _____ /month |
| 8. | Cost to convert from existing airtime provider | \$ _____ /phone |
| 9. | Long Distance rate per minute | \$ _____ /minute |
| 10. | Mobile to Mobile minutes and cost | \$ _____ /month |
| 11. | Direct Connect Radio minutes and cost | \$ _____ /month |
| 12. | Laptop air card with unlimited minutes | \$ _____ /month |
| 13. | Laptop air card with minutes/data plan and cost | \$ _____ /month |
| 14. | Cell phone/PDA combo with unlimited minutes | \$ _____ /month |
| 15. | Cell phone/PDA combo with minutes/data plan and cost | \$ _____ /month |
| 16. | Per month cost for additional/optional features not included above: | |
| | Voice mail: \$ _____ /mo. | Call forwarding: \$ _____ /mo. |
| | Call waiting: \$ _____ /mo. | Caller ID: \$ _____ /mo. |
| | Call Conferencing: \$ _____ /mo. | No Answer Transfer: \$ _____ /mo. |

COMMENTS:

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – BULK RATE MINUTE PLAN

17. **Equipment: Flip Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
18. **Equipment: Rugged Flip Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
19. **Equipment: “Brick” Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
20. **Equipment: Rugged “Brick” Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – BULK RATE MINUTE PLAN

21. **Equipment: Camera Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

22. **Equipment: Laptop Air Card** \$ _____ /air card

Make: _____

Model: _____

23. **Equipment: Smart Phone/
PDA combination Unit** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

24. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make: _____

Model: _____

\$ _____ /software

Make: _____

Model: _____

\$ _____ /server

25. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. "x" , Question # 25."**

BIDDER (Company) _____

BID PROPOSAL
BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS

INDIVIDUAL RATE PLANS – For select City staff (i.e. for out of calling area and/or high volume users) Bidders may propose one or more distinct plans. Duplication of this page is permitted in order to submit multiple plans. Reference Bid Page to which you are responding on each attachment .

26. Individual Plan – Identify Plan and # of Minutes
 # of minutes _____ \$ _____/month
 (Include detailed information about plan with your bid response)
27. Cost per minute over plan – Peak \$ _____/minute
28. Cost per minute over plan – Off Peak \$ _____/minute
- 29a. Federal Universal Charges \$ _____/phone
30. Activation fee per phone \$ _____/phone
31. Roaming rate per minute \$ _____/minute
32. Roaming Administration Fee (if any) \$ _____/month
32. Cost to convert from existing airtime provider \$ _____/phone
34. Long Distance rate per minute \$ _____/minute
35. Mobile to Mobile minutes and cost \$ _____/month
36. Direct Connect Radio minutes and cost \$ _____/month
37. Laptop air card with unlimited minutes \$ _____/month
38. Laptop air card with minutes/data plan and cost \$ _____/month
39. Cell phone/PDA combo with unlimited minutes \$ _____/month
40. Cell phone/PDA combo with minutes/data plan and cost \$ _____/month
41. Per month cost for additional/optional features not included above:
 Voice mail: \$ _____/mo. Call forwarding: \$ _____/mo.
 Call waiting: \$ _____/mo. Caller ID: \$ _____/mo.
 Call Conferencing: \$ _____/mo. No Answer Transfer: \$ _____/mo.

COMMENTS:

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – INDIVIDUAL RATE MINUTES PLAN

42. **Equipment: Flip Phone** \$ _____ /phone
 Make: _____ Model: _____
 Vibrate and Ring? _____
 List accessories:
 Cigarette lighter adapter: \$ _____ Battery: \$ _____
 Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
43. **Equipment: Rugged Flip Phone** \$ _____ /phone
 Make: _____ Model: _____
 Vibrate and Ring? _____
 List accessories:
 Cigarette lighter adapter: \$ _____ Battery: \$ _____
 Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
44. **Equipment: “Brick” Phone** \$ _____ /phone
 Make: _____ Model: _____
 Vibrate and Ring? _____
 List accessories:
 Cigarette lighter adapter: \$ _____ Battery: \$ _____
 Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
45. **Equipment: Rugged “Brick” Phone** \$ _____ /phone
 Make: _____ Model: _____
 Vibrate and Ring? _____
 List accessories:
 Cigarette lighter adapter: \$ _____ Battery: \$ _____
 Carrying case: \$ _____ Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – INDIVIDUAL RATE MINUTE PLAN

46. **Equipment: Camera Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

47. **Equipment: Laptop Air Card** \$ _____ /air card

Make: _____

Model: _____

48. **Equipment: Smart Phone/
PDA combination Unit** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

49. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make: _____

Model: _____

\$ _____ /software

Make: _____

Model: _____

\$ _____ /server

50. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. "x" , Question # 50."**

BIDDER (Company) _____

BID PROPOSAL
BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS

FLAT RATE PLAN - Bidders may propose one or more distinct plans for UNLIMITED MINUTES FOR A FLAT MONTHLY RATE.

- | | | |
|-----|---|----------------------------------|
| 51. | Unlimited Minutes Plan – Identify Plan and # of Minutes | \$_____ /month |
| | (Include detailed information about plan with your bid response) | |
| 52. | Federal Universal Charges | \$_____ /phone |
| 53. | Activation fee per phone | \$_____ /phone |
| 54. | Roaming rate per minute | \$_____ /minute |
| 55. | Roaming Administration Fee (if any) | \$_____ /month |
| 56. | Cost to convert from existing airtime provider | \$_____ /phone |
| 57. | Long Distance rate per minute | \$_____ /minute |
| 58. | Mobile to Mobile minutes and cost | \$_____ /month |
| 59. | Direct Connect Radio minutes and cost | \$_____ /month |
| 60. | Laptop air card with unlimited minutes | \$_____ /month |
| 61. | Laptop air card with minutes/data plan and cost | \$_____ /month |
| 62. | Cell phone/PDA combo with unlimited minutes | \$_____ /month |
| 63. | Cell phone/PDA combo with minutes/data plan and cost | \$_____ /month |
| 64. | Per month cost for additional/optional features not included above: | |
| | Voice mail: \$_____ /mo. | Call forwarding: \$_____ /mo. |
| | Call waiting: \$_____ /mo. | Caller ID: \$_____ /mo. |
| | Call Conferencing: \$_____ /mo. | No Answer Transfer: \$_____ /mo. |

COMMENTS:

[illegible]

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – FLAT RATE MINUTES PLAN

65. **Equipment: Flip Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
66. **Equipment: Rugged Flip Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
67. **Equipment: “Brick” Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____
68. **Equipment: Rugged “Brick” Phone** \$ _____ /phone
Make: _____ Model: _____
Vibrate and Ring? _____
List accessories:
Cigarette lighter adapter: \$ _____ Battery: \$ _____
Carrying case: \$ _____ Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL BASE BID - Continued
TWO (2) YEAR CONTRACT WITH TWO (2) TWO (2) YEAR RENEWAL TERMS
EQUIPMENT COSTS – FLAT RATE MINUTES PLAN

69. **Equipment: Camera Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

70. **Equipment: Laptop Air Card** \$ _____ /air card

Make: _____

Model: _____

71. **Equipment: Smart Phone/
PDA combination Unit** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

72. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make: _____

Model: _____

\$ _____ /software

Make: _____

Model: _____

\$ _____ /server

73. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. "x" , Question # 73."**

BIDDER (Company) _____

**BID PROPOSAL
ALTERNATE BID**

FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY

The undersigned, having become thoroughly familiar with and understanding all of the proposal /contract documents incorporated herein, agrees to provide wireless services as specified herein:

BULK RATE PLAN (Based on total no. of estimated Citywide minutes)

- | | | |
|------|---|-----------------------------------|
| 1a. | Bulk rate plan - minutes and cost
No. of minutes _____ | \$ _____ /month |
| 2a. | Cost per minute over plan - peak | \$ _____ /minute |
| 3a. | Cost plan - cost per minute over plan – off peak | \$ _____ /minute |
| 4a. | Federal Universal Charges | \$ _____ /phone |
| 5a. | Activation fee per phone | \$ _____ /phone |
| 6a. | Roaming rate per minute | \$ _____ /minute |
| 7a. | Roaming Administration Fee (if any) | \$ _____ /month |
| 8a. | Cost to convert from existing airtime provider | \$ _____ /phone |
| 9a. | Long Distance rate per minute | \$ _____ /minute |
| 10a. | Mobile to Mobile minutes and cost | \$ _____ /month |
| 11a. | Direct Connect Radio minutes and cost | \$ _____ /month |
| 12a. | Laptop air card with unlimited minutes | \$ _____ /month |
| 13a. | Laptop air card with minutes/data plan and cost | \$ _____ /month |
| 14a. | Cell phone/PDA combo with unlimited minutes | \$ _____ /month |
| 15a. | Cell phone/PDA combo with minutes/data plan and cost | \$ _____ /month |
| 16a. | Per month cost for additional/optional features not included above: | |
| | Voice mail: \$ _____ /mo. | Call forwarding: \$ _____ /mo. |
| | Call waiting: \$ _____ /mo. | Caller ID: \$ _____ /mo. |
| | Call Conferencing: \$ _____ /mo. | No Answer Transfer: \$ _____ /mo. |

COMMENTS:

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – BULK RATE MINUTE PLAN

17a. **Equipment: Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

18a. **Equipment: Rugged Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

19a. **Equipment: "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

20a. **Equipment: Rugged "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – BULK RATE MINUTE PLAN

21a. **Equipment: Camera Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

22a. **Equipment: Laptop Air Card** \$ _____ /air card

Make: _____

Model: _____

23a. **Equipment: Smart Phone/
PDA combination Unit** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

24a. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make: _____

Model: _____

\$ _____ /software

Make: _____

Model: _____

\$ _____ /server

25a. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. "x" , Question # 25a."**

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY

INDIVIDUAL RATE PLANS – For select City staff (i.e. for out of calling area and/or high volume users) Bidders may propose one or more distinct plans. Duplication of this page is permitted in order to submit multiple plans. Reference Bid Page to which you are responding on each attachment .

- 26a. Individual Plan – Identify Plan and # of Minutes
 # of minutes _____ \$ _____/month
 (Include detailed information about plan with your bid response)
- 27a. Cost per minute over plan – Peak \$ _____/minute
- 28a. Cost per minute over plan – Off Peak \$ _____/minute
- 29a. Federal Universal Charges \$ _____/phone
- 30a. Activation fee per phone \$ _____/phone
- 31a. Roaming rate per minute \$ _____/minute
- 32a. Roaming Administration Fee (if any) \$ _____/month
- 33a. Cost to convert from existing airtime provider \$ _____/phone
- 34a. Long Distance rate per minute \$ _____/minute
- 35a. Mobile to Mobile minutes and cost \$ _____/month
- 36a. Direct Connect Radio minutes and cost \$ _____/month
- 37a. Laptop air card with unlimited minutes \$ _____/month
- 38a. Laptop air card with minutes/data plan and cost \$ _____/month
- 39a. Cell phone/PDA combo with unlimited minutes \$ _____/month
- 40a. Cell phone/PDA combo with minutes/data plan
 and cost \$ _____/month
- 41a. Per month cost for additional/optional features not included above:
 Voice mail: \$ _____/mo. Call forwarding: \$ _____/mo.
 Call waiting: \$ _____/mo. Caller ID: \$ _____/mo.
 Call Conferencing: \$ _____/mo. No Answer Transfer: \$ _____/mo.

COMMENTS:

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – INDIVIDUAL RATE MINUTES PLAN

42a. **Equipment: Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

43a. **Equipment: Rugged Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

44a. **Equipment: "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

45a. **Equipment: Rugged "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – INDIVIDUAL RATE MINUTE PLAN

46a. **Equipment: Camera Phone** \$_____ /phone

Make:_____

Model:_____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$_____

Battery: \$_____

Carrying case: \$_____

Vehicle hands-free kit: \$_____

47a. **Equipment: Laptop Air Card** \$_____ /air card

Make:_____

Model:_____

48a. **Equipment: Smart Phone/
PDA combination Unit** \$_____ /phone

Make:_____

Model:_____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$_____

Battery: \$_____

Carrying case: \$_____

Vehicle hands-free kit: \$_____

49a. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make:_____

Model:_____

\$_____ /software

Make:_____

Model:_____

\$_____ /server

50a. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. "16" , Question # 50a."**

BIDDER (Company) _____

BID PROPOSAL ALTERATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY

FLAT RATE PLAN - Bidders may propose one or more distinct plans for UNLIMITED MINUTES FOR A FLAT MONTHLY RATE.

- 51a. Unlimited Minutes Plan – Identify Plan and # of Minutes \$_____/month
 (Include detailed information about plan with your bid response)
- 52a. Federal Universal Charges \$_____/phone
- 53a. Activation fee per phone \$_____/phone
- 54a. Roaming rate per minute \$_____/minute
- 55a. Roaming Administration Fee (if any) \$_____/month
- 56a. Cost to convert from existing airtime provider \$_____/phone
- 57a. Long Distance rate per minute \$_____/minute
- 58a. Mobile to Mobile minutes and cost \$_____/month
- 59a. Direct Connect Radio minutes and cost \$_____/month
- 60a. Laptop air card with unlimited minutes \$_____/month
- 61a. Laptop air card with minutes/data plan and cost \$_____/month
- 62a. Cell phone/PDA combo with unlimited minutes \$_____/month
- 63a. Cell phone/PDA combo with minutes/data plan and cost \$_____/month
- 64a. Per month cost for additional/optional features not included above:
 Voice mail: \$_____/mo. Call forwarding: \$_____/mo.
 Call waiting: \$_____/mo. Caller ID: \$_____/mo.
 Call Conferencing: \$_____/mo. No Answer Transfer: \$_____/mo.

COMMENTS:

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – FLAT RATE MINUTES PLAN

65a. **Equipment: Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

66a. **Equipment: Rugged Flip Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

67a. **Equipment: "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

68a. **Equipment: Rugged "Brick" Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

BIDDER (Company) _____

BID PROPOSAL ALTERNATE BID - Continued
FOR MINIMUM FIVE (5) YEAR CONTRACT TO BE NEGOTIATED ANNUALLY
EQUIPMENT COSTS – FLAT RATE MINUTES PLAN

69a. **Equipment: Camera Phone** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

70a. **Equipment: Laptop Air Card** \$ _____ /air card

Make: _____

Model: _____

71a. **Equipment: Smart Phone/
PDA combination Unit** \$ _____ /phone

Make: _____

Model: _____

Vibrate and Ring? _____

List accessories:

Cigarette lighter adapter: \$ _____

Battery: \$ _____

Carrying case: \$ _____

Vehicle hands-free kit: \$ _____

72a. **Equipment/Software: Server and software for wireless synchronization to
Exchange Server and for wireless Internet access**

Make: _____

Model: _____

\$ _____ /software

Make: _____

Model: _____

\$ _____ /server

73a. **Additional features not stated above. List and show unit cost on separate
sheets. Identify each page as "Proposal Page No. 19 , Question # 73a."**

BIDDER (Company) _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of one proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are an will continue to be on file in the office of the Director of Purchasing for City of Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the enclosed request for proposals, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent; 30 calendar days _____ per cent.

Bidder: _____

Address: _____ **Zip:** _____

By: _____
Title: _____
 (Authorized to sign bids)

Telephone Number: _____ **Date:** _____

=====

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. mail. Please address and mark your bid as shown below.

CITY OF ASHEVILLE, N. C.
 PURCHASING DIVISION
 P. O. BOX 7148
 ASHEVILLE, N. C. 28802
 RFP NO. 6989

TO BE OPENED 3:00 O'CLOCK P.M. March 31, 2005

3. If forwarded other than by mail, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.

INTENT OF BID

1. **STATEMENT OF INTENT** - The City of Asheville (herein after referred to as the "City") wishes to establish a multi year contract for wireless equipment and services including digital cellular phones, SmartPhone/Cell Phone-PDA combination units, and laptop air cards. Bids are invited for a two (2) year contract with two (2) additional two (2) year terms and an alternate bid for a minimum five (5) year contract to be negotiated annually.

The successful bidder shall perform all work necessary to provide such service in a satisfactory and acceptable manner. It is the City's desire to implement the contract within sixty (60) days of award. Additionally, it is the City's intent to award this contract to a single vendor. The desired contract is one in which the contractor, delivers, installs, implements, etc. a total package including but not limited to equipment, service, and training as required by bid specifications

2. **SCOPE** – The successful bidder shall furnish all equipment, labor, materials, permits, etc. necessary to perform the contract in accordance with the specifications, special terms and conditions, policies, etc. included in this bid package.

The City currently has approximately 277 digital cellular phones, 2 digital camera phones, 11 digital cellular phone/PDA combination devices, and 43 laptop air cards. It is the City's intent to replace these units with NEW equipment from the new contract. Any requirements for additional service or equipment will be through the new contract.

The City has an approximate average monthly usage of 100,000 minutes.

3. **SCHEDULE OF EVENTS** - The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows:

- * Issue Request for Bids and Proposals (February 7, 2005)
- * Question submittal process begins (February 8, 2005)
- * Deadline for requests for submittal of questions (March 4, 2005)
- * Deadline for issuing addendum to provide all summary of all questions/answers to bidders (March 18, 2005)
- * Bid Opening March 31, 2005
- * Review of bid by Communications Committee April 1- April 14, 2005
- * Recommendation for award by Communications Committee to City Council April 15, 2005
- * City Council takes action April 26, 2005
- * Issue Contract Award April 30, 2005
- * Estimated Contract Inception Date On or by July 1, 2005

This schedule is subject to change/modification

**CITY OF ASHEVILLE PURCHASING DIVISION
SPECIAL TERMS AND CONDITIONS FOR WIRELESS SERVICE AND EQUIPMENT
FOR THE CITY OF ASHEVILLE**

1. **ISSUING OFFICE:**

This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address.

2. **TECHNICAL AND GENERAL INQUIRIES/ CLARIFICATION OF BID SPECIFICATIONS, QUESTIONS, ETC.:**

Inquiries may be directed to the individuals named herein. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

All bidders, after reviewing the bid package, are invited to submit in writing any questions or requests for clarifications/exceptions. The purpose of this process is to give all prospective bidders the opportunity to clarify the terms, conditions and specifications of this RFP. Questions should be submitted in writing and will be accepted up to 3:00 pm on March 4, 2005.

Questions regarding technical specifications should be directed to Ms. Joie Gilstrap, Information Technology Department, Monday through Friday, 8:30 a.m. - 5:00 p.m., Telephone (828) 259-5512. Email: jgilstrap@ashevillenc.gov

Questions regarding General Conditions or these Special Terms and Conditions should be directed to the Purchasing Division, Monday through Friday 8:30 a.m. – 5:00 p.m., Telephone 828-259-5950, Fax 828-259-5440 or email purchasing@ashevillenc.gov.

A summary of questions and answers will be compiled and returned to all bidders by March 18, 2005 via addendum.

3. **BIDDER INVESTIGATIONS:**

Before submitting a proposal, each bidder shall make all investigations and examinations necessary to ascertain on site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Asheville upon which the bidder will rely. If the bidder receives a contract as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the bidder from its obligations to comply in every detail with all provisions and requirements of the contract documents nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

Continued

4. **PREPARATION OF FORMS** - All bids must be submitted on the forms provided in the bid document package. Figures should be written in ink or typewritten. Any changes to figures as originally entered should be initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

5. **INSURANCE REQUIREMENTS:**

The successful bidder will be required to furnish a certificate of insurance evidencing particular types of coverage and coverage levels listed below. Bidders are reminded that certificates of insurance will only be required from the successful bidder.

5.1 **Types of Insurance**

The Company shall obtain and maintain during the life of the Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

5.1.1. **Commercial General Liability.**

General Liability in the amount of not less than \$1,000,000 including finished products and completed operations and naming the CITY OF ASHEVILLE as an additional named insured as regards the negligence of the contractor, its employees, agents and assigns.

Proof of this insurance shall be submitted to the City of Asheville Purchasing Division for review by Risk Management Division before acceptance. This Certificate must name the City of Asheville as an additional insured on the General Liability Policy. Thirty (30) days notice of cancellation is required.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and the City has approved proof of such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

6. **DRUG-FREE WORKPLACE:**

The City of Asheville is a drug-free workplace employer. The Asheville City Council has also adopted a policy requiring City construction and service contractors to provide a drug-free workplace in the performance of any City contract.

- A. Notifying employees that the unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such violation.
- B. Establishing a drug-free awareness program to inform about the dangers of drug abuse in the workplace, the contractor's policy of maintaining of drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for a drug violation.

Continued

6. DRUG-FREE WORKPLACE(Continued):

- C. Notifying each employee that as a condition of employment, the employee will abide by the terms of prohibition outlined in (A)above and notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than (5) days after such conviction.
- D. Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime.
- F. Making a good faith effort to continue to maintain a drug-free workplace for employees. If the prospective Bidder is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a request for proposal, a prospective primary Bidder certifies that it and all sub-vendors will comply with the City of Asheville drug- free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

7. NONCONFORMING TERMS AND CONDITIONS:

A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.

8. SUBMITTAL OF PROPOSALS:

The City desires all Proposal responses be identical in format in order to facilitate comparison. While the City's format may represent departure from the Bidder's preference, the City requests strict adherence to the format. Bidders to submit one (1) original proposal and two (2) complete copies in the following order:

- A. A description of the bidder's firm including full company name, address, telephone number, fax number, and the name, title, and signature of the person authorized to negotiate on behalf of and commit the bidder's firm to a Contract;

Continued

8. **SUBMITTAL OF PROPOSALS(continued):**

- B. A Cover Letter which includes a management summary detailing how bidder plans to implement the contract. This narrative should include a description of the bidder's experience in providing the equipment and service specified herein similar in scope to that specified; a description, in detail, of the bidder's service and maintenance capabilities including its ability to provide repairs, technical service, exchange units, etc. for all equipment included as a part of the bid proposal; and a list of a minimum of three (3) references for contracts of similar size and scope to the City for contracts awarded during the past two (2) to three (3) years (one of which is desired to be a municipality)(See Page 41). Include the name of the organization, a brief summary of the contract and the name and telephone number of a responsible contact person. Forms have been provided in the bid package to facilitate the submittal of some of this information. Bidders are encouraged to include any additional information not specifically requested which may enhance the value of the response. Please include information about the implementation and on-going support of the proposed hardware and software. Included in this information should be a complete description of the training that is provided with the system.
- C. Bid Response Pages with monthly costs – Base and Alternate Bids Pages 2-19
- D. Any Addenda issued (Must be signed and returned with bidder's proposal)
- E. Factory printed literature describing equipment proposed
- F. Operating instructions for equipment
- G. Completed Questionnaire (Pages 37-40)
- H. Propagation maps for local and extended service which identify the areas of "home" coverage and where "roaming" begins. These maps must include Buncombe and surrounding counties (Henderson, Haywood, Madison and McDowell). Additionally, bidders must provide a detailed list within these counties where there is poor reception, as well as where there is no reception at all. These maps (one color original and two (2) black and white copies) should be submitted with your proposal in a separate sealed envelope marked PROPRIETARY INFORMATION RFP 6989, NO. 31". The City will make any additional copies needed during the evaluation process and will return all copies along with the original submitted with proposal once contract award is made. Marketing brochures will not be accepted.
- I. Sample Billing (Invoice and Monthly Report)
- K. Documentation of firm's financial position
- L. Drug Free Workplace information
- M. Emergency/Loaner Phone Provision
- N. Bidding company's sample contract document(s) if applicable
- O. Non-collusion statement and Proprietary Information (if any) (Page 44)
- P. Completed Vendor and City Privilege License Applications

9. **GOVERNING LAW AND JURISDICTION:**

The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). The parties further

Continued

9. **GOVERNING LAW AND JURISDICTION(Continued):**

agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Buncombe County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Buncombe County, North Carolina.

10. **ACCEPTANCE OF PROPOSAL CONTENT**

Bidders should carefully review this solicitation, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments concerning this bid shall be submitted as directed in no. 3 of these Special Terms and Conditions, bid page 22.

Receipt of these inquires and requests for clarification allows issuance of any necessary addenda in order to prevent the opening of a defective solicitation upon which award could not be made, but which would result in the exposure of offeror's proposals.

The successful bidder's proposal shall become an integral part of the contract. The final contract may not be limited to the terms and conditions stated in this Request for Proposals or the successful Bidder's proposal, but may also include terms and conditions later negotiated all of which must met Legal Council approval.

The City reserves the right to use any of the ideas presented in any reply to the Bid Request. Selection or rejection of the proposal does not affect that right.

11. **COSTS INCURRED IN PREPARATION AND SUBMITTAL OF RESPONSE:**

Bidder, and not the City, is responsible for all costs to participate in this process, including but not limited to costs incurred in the preparation of Proposal, conduct of investigative and other diligence activities, and participation in any presentations, site inspections, discussions, meetings, or negotiations.

12. **ASSIGNMENT:**

During the performance of the contract, the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.

13. **CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by The City of Asheville, etc.) and, if so, the nature of that conflict. The City of Asheville reserves the right to cancel the award if, in its sole discretion, any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The City of Asheville's determination regarding any questions of conflict of interest shall be final.

Continued

14. **CITY'S RIGHT TO TERMINATE DISCUSSION:**

As a part of this process, Bidder's may be asked to engage in further discussions of the proposal submitted. The commencement of such discussions, however, does not signify a commitment by the City to execute a contract or to continue discussions. The City can terminate discussions at any time and for any reason.

15. **REQUIREMENT FOR REPRESENTATION AS TO ACCURACY AND COMPLETENESS OF PROPOSAL:**

Each Bidder shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal:

"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

16. **REQUIRED DOCUMENTATION:**

Bidder's proposal MUST include complete information and documentation requested herein. Failure to do so, will be grounds for disqualification and rejection of proposal. Five (5) references should be furnished with the bidder's proposal, preferably from municipal or governmental agencies for which the bidder has furnished similar systems. Additional references may be required during the evaluation of bids and proposals.

17. **PROTESTS:**

Bidders may protest the request for proposal specifications, terms and conditions and/or the proposed award of a contract by filing a written protest with the City's Purchasing Division, P. O. Box 7148, Asheville, N. C. 28802. To be considered such protest must include:

1. the name, address, and telephone number of the protester;
2. the signature of the protester or the protester's representative;
3. identification of the contracting agency and the solicitation or contract at issue;
4. a detailed statement of the legal and factual ground of the protest, including copies of relevant documents.

18. **STATUTORY REQUIREMENTS:**

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

19. **TAX EXEMPTIONS:**

The City of Asheville is exempt from Federal Excise Tax but not State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

Continued

20. **SUBCONTRACTING:**

The City intends to Contract with the Bidder of the winning Proposal. The successful Bidder shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the successful Bidder will assume all responsibility for the performance of the services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts.

21. **ACCEPTANCE AND PAYMENTS:**

All materials furnished and all work performed will be subject to inspection and acceptance by the City prior to payment of invoice. The City's standard payment terms are Net 30 Days.

22. **EXCEPTIONS TO TERMS AND CONDITIONS OF RFP:**

Each Proposal shall be deemed to agree and comply with all terms, conditions, Specifications, and requirements of this RFP, other than exceptions that are stated in compliance with this section. An "exception" is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail.

23. **DELIVERY:** Delivery of any and all materials shall be made F.O.B.: City of Asheville ONLY.

24. **COMPLIANCE WITH LAWS:**

In submitting a Proposal, each Bidder agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each Bidder further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.

25. **CONTRACT TERM** - The award of this request for bids and proposals is intended to establish a multi year term contract. It is our intent to establish a minimum two (2) year contract with two (2) additional (2) year terms. Alternate bids are invited for a minimum five (5) year contract to be negotiated annually.

The City reserves the right to negotiate price and services and to further request additional pricing considerations should better rates and improved service plans come available. Negotiation of final contract(s) will also include provisions for future upgrades of equipment and services.

Continued

26. **CONTRACT RENEWALS/EXTENSIONS** - Prior to the expiration of each/any contract term, the contractor will be required to provide at least ninety (90) days written notification of intent to renew/extend the contract. This notification shall include pricing schedules under which renewal offer is made and any/all upgrades to services and equipment being offered. Modifications to pricing schedules (up or down) must be a part of the submittal.

Rate modification(s) will be tied to the Bureau of Labor Statistics Product Price Index, (Industry Data for Cellular and Other Wireless Carriers) as published on the Bureau's website at www.bls.gov. Rate increase(s), if any, may not exceed the average percentage increase in this index for the twelve (12) month period ending the quarter prior to the date of the letter of intent to renew.

The City will have the right to review, accept and/or reject request to extend/renew the contract. If accepted, the new rates would become effective on the first day of the new contract term and continue in effect for the period of time negotiated. If rate modification adjustments are rejected, contractor will have the opportunity to withdraw the request and continue contract at existing rates.

If parties involved are unable to come to an agreement, the contract may be terminated by the City with sixty (60) days written notice to the contractor and the contract will be allowed to expire at the end of the current contract term. Subsequently, the City will be free to issue a new request for bids and proposals to establish a new contractor to provide this service. . (Note: The contract may be temporarily extended as described in # 27 below.)

27. **CONTRACT EXTENSIONS (TEMPORARY)** - The City reserves the option to temporarily extend any contract resulting from this request for bids and proposals or any subsequent renewal for an additional sixty (60) calendar days from its expiration date for any reason. Rates charged during this extension period shall be the same as charged in the contract term being extended.

28. **CONTRACT DOCUMENT** - The contract document shall consist of this bid package (which includes this bid document and any addenda issued), the bid response received from the bidder and any subsequent award notifications issued by the City.

In the event a bidder wishes to include their own contract documents, such documents will be subject to review and approval by the City's legal counsel. Bidders should supply sample contract documents with bid.

Bidders should be aware that should any portion of their own contract document conflict with the terms and conditions of this Request for Bids and Proposals, this Request For Bids and Proposals will take precedent.

29. **NON-DISCLOSURE STATEMENT-** Bidders please complete the enclosed Non-Disclosure Agreement and return with your proposal. (See page)

30. **TRADE SECRETS/CONFIDENTIALITY/PROPRIETARY INFORMATION** - Trade secrets or similar proprietary data which the bidder does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by N.C.G.S. Chapter 66, Article 24 (Trade Protections Act) Section 152.

Continued

30. **TRADE SECRETS/CONFIDENTIALITY/PROPRIETARY INFORMATION (Continued):**

For the purposes of clarification, the following is the definition of Trade Secrets as defined by NCGS 66, Article 24, Section 152:

§ 66-152. Definitions.

As used in this Article, unless the context requires otherwise:

- (1) "Misappropriation" means acquisition, disclosure, or use of a trade secret of another without express or implied authority or consent, unless such trade secret was arrived at by independent development, reverse engineering, or was obtained from another person with a right to disclose the trade secret.
- (2) "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, joint venture, or any other legal or commercial entity.
- (3) "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:
 - a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
 - b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons. (1981, c. 890, s. 1.)

Upon contract award, the Bidder's Proposal will be considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the bid opening, the City's Evaluation Committee, as well as other City staff will review your Proposal. To properly designate material as trade secret under these circumstances, each bidder must take the following precautions: (a) any trade secrets submitted should be submitted in a separate, sealed envelope marked "Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each bidder agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired by the City to assist in the selection process. Furthermore, each bidder agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the bidder has designated as a trade secret. Any bidder that designates its entire Proposal as a trade secret may be disqualified.

Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law as reviewed by the City's legal staff or other corporate counsel.

31. **LICENSES AND PERMITS:** By submittal of a bid, the bidder represents that they are fully experienced and properly qualified to provide cellular telephone equipment and services as requested herein, and that they are properly licensed, equipped, organized and financed to perform such service.

It shall be the bidder's responsibility to maintain any and all licenses and permits that may be required in the performance of this work.

Continued
Page 31

32. **DELINQUENT AD VALOREM TAXES:** Bidders, please note that City Policy, adopted by City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

33. **VENDOR APPLICATION AND PRIVILEGE LICENSE:**

Bidders/vendors that have not previously submitted (within last 12 months) a vendor's application and/or privilege license should download an application for the City website at www.ashevillenc.gov and submit with their bid.

34. **EVALUATION OF SUBMITTED PROPOSALS:** The City of Asheville's Communications Committee will review the Proposals to ensure conformance with the requirements of this RFP, check Bidder references and make a recommendation for award. Through competitive negotiations, the City of Asheville plans to award a contract to the Bidder providing the best solution within available funds, and to select the Bidder that best meets the City's needs. The City reserves the right to waive irregularities if, in its judgment, to do so would be in the best interest of the City.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, bidders are advised to be as thorough as possible in their Proposals. The City reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. This may be accomplished by: (1) contacting a Bidder to clarify any response, (2) contacting any current or past users of a Bidder's services, (3) visiting any of a Bidder's sites, and (4) soliciting information from any available source concerning any aspect of a Bidder's response.

Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

The Service Provider may be required to appear before the City and/or its representatives for interviews, meetings and/or negotiations. During such sessions, the Service Provider may be required to orally and/or otherwise present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider's best offer in regard to the Services described in this RFP.

The evaluation criteria that will be used by the City will at minimum include the following. The City reserves the right to modify the evaluation criteria or waive portions thereof. Evaluation of bidder responses will include but not be limited to the following:

- Price for bulk rate plans and/or special plans offered
- Price for purchasing new equipment and accessories
- Activation fee
- Installation fee
- Peak and non-peak rates
- Roaming cost

Continued

34. **EVALUATION OF SUBMITTED PROPOSALS (Continued)**

- Ability to provide the City with information identifying the telephone number making and receiving the telephone call to and from the City's cellular telephones, along with the corresponding date, time and duration.
- Text messaging capability
- Push to Talk (PTT) capability
- Walkie-Talkie capability
- Mobile to mobile capability
- Ability of PTT communication with equipment/service from other Bidders
- Security of PTT communication
- Group call capability
- Ability to retain current cell phone numbers
- Wireless synchronization of Smart Phone/Cell Phone-PDA combination units to Microsoft Exchange server, and the associated functionality and cost
- Wireless web browsing functionality
- Wireless data access via laptop air card and associated cost
- Virtual Private Network capability
- GPS capability
- Bluetooth wireless capability
- Wi-Fi wireless capability
- Number of application solutions available for the SmartPhone/Cell Phone-PDA combination unit
- Speed of communication network for wireless service (phone and data)
- Coverage area for wireless service (phone and data)
- Ease of use of all equipment and services
- Ability of Bidder to provide all equipment and services
- Bidder's understanding of the Request for Proposal, and the thoroughness of their response

Upon request by the City of Asheville, the Vendor shall be prepared to make detailed presentations of Proposal. Vendor shall also be able to arrange for a demonstration of products currently in use at a City of Asheville site or at an alternate site designated by the vendor.

35. **INDEMNIFICATION:** The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");

Any acts of negligence or willful misconduct by Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;

Continued

35. **INDEMNIFICATION(continued):**

Any acts or omissions of Company with respect to the services provided by the Company under this Agreement (or any allegations of any of the foregoing);

Any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the network or any component thereof shall not be adversely affected by such replacement or modification.

36. **MINORITY BUSINESS PROGRAM:**

The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to the Office of Minority Affairs at 828-250-4120 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women-owned businesses.

37. **AWARD BASIS:** Award of this request for proposal will be made pursuant to N.C. General Statute No. 143-129.8 and No. 143-135.9. Due to the complex nature of information technology and telecommunications goods and services and the need to establish a single contract that includes the a combination of acceptable equipment, services for the proposed coverage area(s) as well as training, implementation date, operation, and related services, the City of Asheville reserves the right to award this request for proposal to the bidder that can provide the best solution within available funds. In addition, the City reserves the right to accept or reject any or all proposals and further specifically reserves the right to make the award in the best interest of the City including negotiating with any bidder, within the scope of this Request for Proposals, to obtain a final contract that best meets the needs of the City.

For the purposes of evaluation, all bids/proposals shall be made firm for no less than sixty (60) days following the bid opening date.

38. **CONTRACT AWARD** - Any award made as a result of this RFP will be pursuant to the laws governing public contracts in North Carolina, and will include the successful bidder's/vendor's response to this Request for Bid and Proposals and any addenda thereto, plus the issuance of a City of Asheville Letter of Intent to Contract for the equipment and/or services shall constitute a binding contract.

Contract awards shall be made by the City. Once initial approval of contract award has been obtained from City Council at its work session tentatively scheduled for April 15, 2005, the City will provide to the Bidder a "Letter of Intent to Contract". This "intent to contract" is subject to City Council's formal approval on April 30, 2005. Dates are subject to change.

39. **NON-APPROPRIATION** - All funds for payment by the City of Asheville under this contract are subject to the availability of an annual appropriation for this purpose by Asheville City Council. In the event of non-appropriation of funds for the services provided under the contract, the City will terminate the Contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by the contract is expended, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days prior notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

40. **PAYMENT OF INVOICES** - Terms of payment for the City are Net 30 days unless a discount is offered for early payment. If a discount is offered, time will be computed from the date of receipt of a correct invoice. Vendor must submit independent invoices for the actual number of phones and the services provided. Invoices should be submitted as identified under Item No. H, Page 36, entitled "PRICE/BILLING".

SPECIFICATIONS

A. REQUIRED EQUIPMENT AND SERVICES

The City is requesting the following equipment and services:

- Rugged “brick” phones
- “Brick” phones
- Flip phones
- Rugged flip phones
- Smart phone/Cell Phone-PDA combination unit
- Laptop Air Cards
- Camera phones
- Server hardware and software for wireless synchronization to Exchange Server and for wireless Internet access.

B. WARRANTY

The Bidder warrants to the City of Asheville that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required, by the City representative, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Bidders must provide complete specifications, descriptive literature and warranty information on all products being proposed, along with a description of how warranty items will be handled.

Equipment requiring installation must be installed by either the Bidder or their subcontractor.

C. REFERENCES

Prospective Bidders must provide a minimum of three references from accounts similar in size and scope that have been established for at least two years. A response sheet has been provided to submit this information. (See Page 41)

D. BIDDER INFORMATION

Bidders must submit a catalog of products and accessories that will be used by the City of Asheville, with an identified price list less discounts to be provided, with such discounts to be effective for the duration of the contract.

Bidders must furnish labor and shop rates by positions and include any minimum charges, with such rates to be effective for the duration of the contract. These rates should be tied to the Bureau Of Labor Statistics Index identified under Contract Renewal, Item No. 27, Page 29).

Continued

E. TERMINATION OF SERVICE FOR INDIVIDUAL NUMBERS

The City may terminate individual telephone numbers from this contract at any time without obligation except for the actual telephone services used by the City prior to termination.

F. IMPLEMENTATION SCHEDULE

Bidders should include a reasonably detailed implementation schedule for delivery of equipment, service connection, etc. Please keep in mind that the City wishes implementation to be complete on/by July 1, 2005. This date is subject modification.

G. MODIFICATIONS TO SERVICE - Following contract award, any modification to service, (i.e. additions or deletions of units, changes in phone type, service area, etc.) **must be authorized by the individual(s) designated by the City government** entity.

H. PRICING/BILLING REQUIREMENTS - Vendor to be prepared to provide the City with the following:

- ◇ Two (2) copies of detailed billing at no cost on a monthly basis for each cellular phone number under one account for the City of Asheville.
- ◇ Information identifying the number being called and the number of the caller. The date, time and duration of each call is needed as well.
- ◇ A master-billing list for all cellular telephone numbers shall be provided with the total monthly airtime and cost of service.
- ◇ An electronic copy of the billing information to be used by the City in preparing accounting reports should be included in the monthly billing. Please note if this is available or if you cannot provide this information. If you are able to provide this, please identify the timing of this as it relates to the detailed billing to be provided in the first criteria above, e.g., at the same time, or sooner or later and by how many days.

I. QUESTIONNAIRE

(If you need to attach separate sheets to fully answer this questionnaire,
Please be sure to identify these attachments as RFP 6989
and reference appropriate item and bid page no.)

1. The bidder shall fully describe the geographic areas served in North Carolina (must be supplemented with area coverage map).

2. Describe the location of your NEAREST maintenance organization:

3. Describe the method by which equipment being repaired can be replaced by a replacement/temporary loaner unit:

4. Describe the method by which maintenance/repair/replacement services will be provided outside of normal working hours, including weekends and holidays:

5. Describe your text messaging capability:

6. Describe your ability of PTT communication with equipment/service from other Bidders:

BIDDER (Company) _____

I. QUESTIONNAIRE - Continued

7. Describe your security capability of PTT communications:

8. Describe your group call capability:

9. Describe your ability to retain current cell phone numbers:

10. Describe your Walkie-Talkie capability:

11. Describe your Push to Talk capability:

12. Describe your Mobile to Mobile capability:

BIDDER (Company) _____

I. QUESTIONNAIRE - Continued

13. Describe your wireless synchronization of SmartPhone/Cell Phone-PDA combination unit to Microsoft Exchange server, and the associated functionality:

14. Describe your wireless web browsing functionality:

15. Describe your Virtual Private Network capability:

16. Describe your GPS capability:

17. Describe your Bluetooth wireless capability:

18. Describe your Wi-Fi wireless capability:

BIDDER (Company) _____

I. QUESTIONNAIRE – Continued

19. Identify the range/type of application solutions available for your SmartPhone/Cell Phone-PDA combination unit:

20. Identify the speed of your communication network for wireless phone service and for wireless data service:

21. Discuss your ability to provide all of the equipment and services requested:

22. Discuss your strategy to provide similar equipment and services to City employees at the same/discounted rates:

23. Identify how you will provide the City with information identifying the telephone number making and receiving the telephone call to and from the City's cellular telephones, along with the corresponding date, time and duration:

24. Define your company's toll free calling area (attach additional sheets if necessary, reference page no. and item no. for which you are responding)

BIDDER (Company) _____

J. BIDDER REFERENCES AND PERSONNEL

Please provide information that will enable us to evaluate your company's financial stability, track record, and support capabilities. We require that you include the following information **along with your most recent audited financial statement**.

Company name	
Ownership of company	
Number of years in business	
Number of installed sites	
Number of sites in North Carolina	

REFERENCES

Give at least three(3) references for contracts of similar size and scope, including at least two references for current contracts that have been awarded in the last two or three years. If possible, please include in your references at least one municipality or county located within the State of North Carolina. Please fill in the tables below for the three (3) references.

Municipality/County Name	
Location	
No. of phones in service	
Contact Name	
Telephone Number	
Date installed	

Customer Name	
Location	
No. of phones in service	
Contact Name	
Telephone Number	
Date installed	

Customer Name	
Location	
No. of phones in service	
Contact Name	
Telephone Number	
Date installed	

BIDDER (Company) _____

K. RFP SUBMITTAL CHECKLIST

Below is a checklist itemizing what you need to submit as a part of this RFP. The checklist MAY NOT be all-inclusive. Please review the Request for Proposal carefully to ensure that you have submitted **ALL** required information.

Bidders are to submit one (1) bid package marked 'ORIGINAL' and two (2) complete copies. Submittals to include:

- ☐ a. A Cover Letter which includes a management summary detailing how bidder plans to implement the contract. This narrative should include a description of the bidder's experience in providing the equipment and service specified herein similar in scope to that specified; a description, in detail, of the bidder's service and maintenance capabilities including its ability to provide repairs, technical service, exchange units, etc. for all equipment included as a part of the bid proposal; and a list of a minimum of three (3) references for contracts of similar size and scope to the City for contracts awarded during the past two (2) to three (3) years (one of which is desired to be a municipality). Include the name of the organization, a brief summary of the contract and the name and telephone number of a responsible contact person. Forms have been provided in the bid package to facilitate the submittal of some of this information.
- ☐ b. Bid Response Page(s) with rate plan and equipment costs
- ☐ c. Any Addenda issued
- ☐ d. Factory printed literature that describes equipment proposed
- ☐ e. Operating instructions for equipment
- ☐ f. Completed Questionnaire
- ☐ g. Propagation maps for local and extended service which identify the areas of "home" coverage and where "roaming" begins. These maps must include Buncombe and surrounding counties (Henderson, Haywood, Madison and McDowell). Additionally, bidders must provide a detailed list within these counties where there is poor reception, as well as where there is no reception at all. These maps (one color original and two (2) black and white copies) should be submitted with your proposal in a separate sealed envelope marked PROPRIETARY INFORMATION RFP 6989, ITEM NO.31 -. The City will make any additional copies needed during the evaluation process and will return all copies along with the original submitted with proposal once contract award is made. Marketing brochures will not be accepted.
- ☐ h. Sample Billing (Invoice and Monthly Report)
- ☐ i. Documentation of firm's financial position
- ☐ j. Drug Free Workplace information
- ☐ k. Emergency/Loaner Phone Provision
- ☐ l. Bidding company's sample contract document(s) if applicable
- ☐ m. Non-collusion statement
- ☐ n. Completed Vendor Application and City Privilege License
- ☐ o. Any additional information that may assist the City in the evaluation of bid proposal

BIDDER (Company) _____

K. RFP SUBMITTAL CHECKLIST (continued)

- ☐ p. Bidders are asked to submit with their bid response written commitment for implementation of the contract including furnishing all equipment and being prepared to provide service on/by July 1, 2005.

L. NON- COLLUSION CERTIFICATION
REQUEST FOR PROPOSAL FOR A CELLULAR PHONE EQUIPMENT AND SERVICE

THE UNDERSIGNED AFFIRMS THAT THE PROPOSAL MADE HEREIN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD:

That _____ (firm name) is not connected in any official capacity with the City of Asheville, North Carolina, and that no person, or persons, acting in such capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

BIDDER'S NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____

Submitted the _____ day of _____, 2005.

ATTEST:

 (Full name of Bidder making proposal)

By: _____
 (Name)

By: _____
 (Name)

Title: _____
 (Corporation Secretary or
 Secretary only)

Title: _____
 (Corporation President, Owner,
 Partner, or Vice President only)

Address:

Telephone Number: _____

Fax Number: _____

Local Representative:

 Address: _____

Telephone Number: _____

Fax Number: _____